

GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

Schedule Title: Medical Equipment and Supplies

Special Item Number (SIN) A-49

FSC Group 65, Part II, Section A

FSC Class(es): 6510, 6515, 6530, 6532

Contract Number: V797P-4153-b

Contract period: November 15, 2008 through November 14, 2013

Contractor's Name: OxySure Systems, Inc.

Taxpayer Identification Number (TIN): 71-0960725

Contractor's Address:	OxySure Systems, Inc. 10880 John W. Elliott Drive, Suite 600 Frisco, Texas 75034
Phone Number:	(972) 294-6450
FAX Number:	(972) 294-6501

Business Size: Small Business

CUSTOMER INFORMATION

Prices Shown Herein are Net (discount deducted).

1a Table of Awarded Special Item Numbers:

SIN	Product Number	Product Name
A-49	615-00	Model 615, Portable Emergency Oxygen System
A-49	615-01	Model 615, Disposable Replacement Cartridge
A-49	615-03	Replacement Mask, ADULT
A-49	615-04	Replacement Mask, CHILD/PEDIATRIC
A-49	615-05	Surface Mounted Wall Box

1b Lowest Priced Model Number and Lowest Unit Price:

OxySure® Model 615, Portable Emergency Oxygen System

Product No. 615-00



OxySure® Model 615 Portable Emergency Oxygen System. Using OxySure's patented and revolutionary "oxygen from powder" technology, the OxySure® Model 615 produces medically pure oxygen for use BY A LAYPERSON in any medical emergency, prior to the first responders arriving on the scene. Just like an AED, Model 615 bridges the gap between the onset of an emergency and the time that the first responders arrive on the scene. It is safe for public display/storage and layperson use, requires no training and uses a simple 2-step actuation. Model 615 has been approved by the FDA for over-the-counter sale (no need for prescription or standing orders). The OxySure Model 615 system comes ready to be placed in service and includes a mask and OxySure's custom designed delivery tubing, both neatly stored in a custom plastic tray under the green cover. The system is reusable with Replacement Cartridges. See www.oxyasurestore.com

Product Specifications:

Height: 12" (30.5 cm) | Width: 10" (25.4 cm) | Depth: 6" (15.2 cm) | Weight: 11 lbs.

Exposure Limits: Between 40°F and 160°F | Storage: Between 70°F and 86°F (Room Temperature)

Oxygen Volume: 90+ standard liters | Shelf Life: 2 Years

Approvals: FDA Clearance for Over-the-Counter Sale (no prescription or standing orders required)

\$333.91

OxySure® Model 615, Disposable Replacement Cartridge

Product No. 615-01



OxySure® Model 615 Disposable Replacement Cartridge with Mask and Tray. OxySure's Replacement Cartridge is completely and safely disposable and easy to replace. The cartridge easily slides into the reusable outer housing. Its handle flips down when you close the housing lid, or flips up for easy lifting out of the housing. Each cartridge produces in excess of 15 minutes of medically pure (USP) oxygen at a minimum flow rate of 6 liters per minute, and is shipped with our standard Mask/Tray, which allows you to replace both these single-use items after use. The oxygen mask, with an easy quick connect, is stored neatly under the green cover so that it can be quickly accessed in the event of an emergency.

Cartridges can be stored/stockpiled for medical or civil emergencies. Medical emergencies include cardiovascular, respiratory or general medical emergencies. For details see www.oxyasurestore.com

Product Specifications:

Height: 10.00" (25.40 cm) | Width: 9.75" (24.76 cm) | Depth: 5.50" (13.97 cm) | Weight: 7.00 lbs

Exposure Limits: Between 40°F and 160°F | Storage: Between 70°F and 86°F (Room Temperature)

Oxygen Volume: 90+ standard liters | Shelf Life: 2 years

\$143.91

Replacement Mask, ADULT

Product No. 615-03



OxySure® Replacement ADULT Mask with Tray. OxySure's ADULT Replacement Mask/Tray is a high concentration, partial re-breathing mask rated for oxygen flows of 6 to 15 liters per minute (LPM). The mask comes installed in our custom plastic tray that allows it to be stored neatly under the green cover so that it can be quickly accessed in the event of an emergency. The mask tray has a proprietary attachment that allows for a quick connection and guaranteed seal when attached to the system. The mask comes with OxySure's custom designed delivery tubing, which

includes a 7 foot, kink-resistant safety tubing. Soft, clear anatomical form provides comfort for even hard-to-fit faces. Adjustable elastic band fits comfortably to hold mask snugly in place. See www.oxyasurestore.com for details.

Product Specifications (as installed in the mask tray):

Height: 2 50" (6.35 cm) | Width: 9.75" (24.76 cm) | Depth: 5 00" (12.70 cm) | Weight: 0.35 lbs

Please note: OxySure's Replacement Mask/Tray is already included with each Model 615 System as well as with each Replacement Cartridge order.

\$29.00

Replacement Mask, CHILD/PEDIATRIC

Product No. 615-04



OxySure® Replacement CHILD/PEDIATRIC Mask with Tray. OxySure's CHILD/PEDIATRIC Replacement Mask is an optional accessory. It is a high concentration, partial re-breathing mask rated for flows of 6 to 15 liters per minute (LPM). The mask comes installed on a plastic tray that is stored neatly under the green cover so that it can be quickly accessed in the event of an emergency. The proprietary attachment allows for a quick connection and guaranteed seal when attached to the system. The CHILD/PEDIATRIC mask must be requested as an add-on accessory, as

the System and Replacement Cartridges come standard with an ADULT mask. See www.oxyasurestore.com for details.

Product Specifications (as installed in the mask tray):

Height: 2.50" (6.35 cm) | Width: 9.75" (24.76 cm) | Depth: 5.00" (12.70 cm) | Weight: 0.35 lbs

\$32.00

Surface Mounted Wall Box

Product No. 615-05



OxySure® Surface Mounted Wall Box with Alarm. OxySure's Surface Mounted Wall Box allows for easy access and promotes awareness of the availability of life saving oxygen in medical emergencies. Prominent, well labeled, accessible emergency oxygen could be the key in saving someone's life. Perfect for any public access location such as corporate offices, buildings, gymnasiums, schools, stadiums, and airports. The wall box comes with an Audible Alarm System (9-Volt Battery Operated) that will sound when door is opened. The door alarm can be deactivated by key. The rolled edge trim and white epoxy paint finish complement any décor, while offering excellent protection for the system. Mounting hardware not

included. See www.oxyasurestore.com for details.

Product Specifications:

Height: 17.50" (44.45 cm) | Width: 17.50" (44.45 cm) | Depth: 7.00" (17.78 cm) | Weight: 15 lbs

Cabinet Material: Steel

\$362.03

1c **Hourly Rates:** Not applicable

2. **Maximum order:** SIN: A-49 \$100,000

3. **Minimum order:** None

4. **Geographic coverage:** FOB Destination 48 contiguous States and the District of Columbia and point of exportation to destination in Alaska, Hawaii and Puerto Rico.

5. **Point of Production:** Frisco, Collin county, Texas, 75034

6. **Discount From List Prices:**

Product Number	Product Name	Basic Discount
615-00	Model 615, Portable Emergency Oxygen Generator	7.5%
615-01	Model 615, Disposable Replacement Cartridge	10.6%
615-03	Replacement Mask, ADULT	4.9%
615-04	Replacement Mask, CHILD/PEDIATRIC	1.5%
615-05	Surface Mounted Wall Box	3.2%

7. **Quantity discounts:** Additional 3% taken off the FSS new price when 100 or more (mix or match) items are purchased.

Product No.	Product Name	Quantity Discount Net Government Price
615-00	Model 615, Portable Emergency Oxygen Generator	\$ 323.08
615-01	Model 615, Disposable Replacement Cartridge	\$ 139.08
615-03	Replacement Mask, ADULT	\$ 28.09
615-04	Replacement Mask, CHILD/PEDIATRIC	\$ 31.03
615-05	Surface Mounted Wall Box	\$ 350.81

8. **Prompt payment terms:** 1% 20 days, net 30

9. **Government purchase cards are accepted at or below the micro-purchase threshold.**

10. **Government purchase cards are accepted at or above the micro-purchase threshold.**

10 **Foreign items:** None

11a **Time of delivery:** Within 30 days After Receipt of Order (ARO)

11b **Expedited Delivery:** Within 3 days After Receipt of Order (ARO). Government is responsible for the additional shipping charges between the normal surface rate and the expedited rate.

11c **Overnight and 2-day delivery:** Within 3 days After Receipt of Order (ARO). Government is responsible for the additional shipping charges between the normal surface rate and the expedited rate.

11d **Urgent Requirements:** OxySure Systems, Inc. is a participant in the Federal Government Prime Vendor program. Clause I-FSS-140-B URGENT REQUIREMENTS (JAN 1994) does not apply.

12 **FOB point:** Frisco, Texas, 75034

13a **Ordering address:** OxySure Systems, Inc.
10880 John W. Elliott Drive, Suite 600
Frisco, Texas 75034

13b We are willing to accept Blanket Purchase Agreements (BPAs) using the following form:

BPA NUMBER _____

OxySure Systems, Inc.
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) V797P-4153b and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA EXCLUSIVELY WITH _____ (Ordering Agency):

- (1) The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

ITEM (Model/Part Number or Type of Service)

SPECIAL BPA DISCOUNT/PRICE

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, paper, or oral communications.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Task/Delivery Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

- (9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

14 **Payment Address:** OxySure Systems, Inc.
10880 John W. Elliott Drive, Suite 600
Frisco, Texas 75034

15. **Warranty Provision:**

Return/Exchange Goods Policy:

A. Before any product may be returned, a Return Materials Authorization (RMA) Number must be secured. The RMA number can only be issued by OxySure's Customer Service. To assist in the return process, the ordering facility is required to provide Customer Service the following information:

- (i) OxySure Product Code and Lot Number
- (ii) Quantity Customer wishes to return
- (iii) Order Number Associated with the Product(s)
- (iv) OxySure's Original Invoice Number
- (v) Reasons for Return

B. All products returned shall be shipped to OxySure, freight prepaid, unless the return is due to OxySure error, such determination being made is the sole discretion of OxySure. On all international returns, OxySure will specify the method of shipment.

C. Items eligible for full credit:

- (i) Products shipped in error
- (ii) Products ordered in error, if authorized for return within thirty (30) days of receipt
- (iii) Defective Products due to OxySure workmanship

D. Items not eligible for return:

- (i) Custom products or products sold on a "No-return" basis
- (ii) Goods held over ninety (90) days from the original invoice date
- (iii) Partial cases or quantities less than minimum order quantity
- (iv) Products unsalable due to re-design, preprocessing, revision, or obsolescence
- (v) Demonstration products
- (vi) Products no longer in their original packaging, used, or damaged through no fault of OxySure

E. A 15% Restocking Fee will be assessed on all returns authorized over thirty (30) days after the original invoice date.

OxySure® Model 615

Limited Warranty Information

October 2008

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Disposable Cartridge: The OxySure® quality limited warranty lasts for 2 years in the case of the disposable cartridge or until it is used, whichever happens sooner.

Reusable Housing: The OxySure® quality limited warranty lasts for 3 years in the case of the reusable housing or 25 uses, whichever happens first.

What will OxySure® do to correct the problem?

OxySure® will examine the product and decide, at its sole discretion, if it's covered under this limited warranty. OxySure® will then, at its sole discretion, either repair the defective product or replace it with the same or a comparable product. In these cases, OxySure® will pay for the cost of replacements, repairs, spare parts, labor and shipping costs, if and where applicable. This does not apply to any repair work or replacement not expressly authorized by OxySure® in writing. Replacement parts, if any, become the property of OxySure®. If the item is no longer sold by OxySure®, OxySure® will provide an appropriate replacement. It is OxySure® that, in its sole discretion, determines what constitutes an appropriate replacement. **THIS REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.**

Conditions for Limited Warranties:

The limited warranties are valid from original date of acceptance by the end user of the product. The original purchase receipt or purchase order, together with proof of payment (if applicable) is required as proof of purchase.

The limited warranties do not apply to normal wear and tear of products or to products that have been stored or shipped incorrectly, including storage or shipment under environmental conditions outside of those conditions specified by OxySure®. Furthermore, the limited warranties do not apply to products that have been used inappropriately, abused, misused, altered, or cleaned with incorrect cleaning methods or incorrect cleaning products. The limited warranties do not cover normal wear and tear, cuts or scratches, or damage caused by impacts or accidents. The limited warranties do not cover defects in appearance, cosmetic, decorative items or any non-operative parts. The limited warranties do not apply if the product serial number has been removed, defaced or altered. Further, the limited warranties are not applicable if the products have been otherwise not stored at room temperature.

Warranty coverage terminates if the original purchaser sells or otherwise transfers the product, unless the original purchaser is an authorized distributor of OxySure® products; in such event, coverage is transferred to the original customer of such distributor (the "end user"). Warranty coverage also terminates if the end user sells or otherwise transfers the product. No OxySure® reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

Some states and provinces do not allow the limitation or exclusion of incidental or consequential damage, so this limitation may not apply to you.

Care Instructions:

To be able to claim the limited warranty you need to follow the specific instructions for the products, including, but not limited to, the "Instructions for Use".

How country, provincial and state law applies:

This limited warranty gives you specific legal rights, and you may also have other rights that vary from country to country, state to state or province to province.

Procedure for Claims Under Limited Warranties:

No product may be returned directly to OxySure® without first contacting OxySure® for a Return Material Authorization ("RMA") number. If it is determined that the product may be defective, you will be given an RMA number and instructions for product return. An unauthorized return, i.e. one for which an RMA number has not been issued, may be returned to you at your expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA in an approved shipping container. Your original box and packaging materials should be kept for storing or shipping your product. To obtain warranty service, an original purchase receipt or purchase order, together with proof of payment (if applicable) is required as proof of purchase. OxySure® retains the exclusive right to either repair or replace the unit at its sole discretion.

Please complete these two easy steps:

STEP 1: Contact OxySure® Customer Service to receive a RMA number.

Call or e-mail OxySure® Customer Service to describe the problem you are experiencing and request a RMA number. You will need to provide the product's serial number (if applicable), your return shipping address, and a daytime telephone number.

Phone: 1-888-7OXY-SURE

E-mail: service@oxysure.com

STEP 2: Ship the unit, along with the RMA number, to OxySure®.

Once you have received the RMA number, securely package the product and ship it (insured) to the following address:

OxySure Systems, Inc., Attn: Customer Service

10880 John W. Elliott Drive, Suite 600

Frisco, Texas 75034 USA

RMA Number: (insert your RMA number here – see above)

- 16 **Export packing charges:** None
17 **Terms and conditions of Government purchase card acceptance:** No exceptions.
18 **Terms and conditions of rental, maintenance and repair:** None
19 **Terms and conditions of installations:** None
20 **Terms and conditions of repair parts:** None
20a **Terms and conditions for any other services:** None
21. **List of service and distribution points:**

OxySure Systems, Inc.
10880 John W. Elliott Drive
Suite 600
Frisco, Texas 75034

22. **List of participating dealers:**

Abatix Corporation
2400 Skyline Drive
Suite 400
Mesquite, TX 75149-1972
Ph: 888.222.8499
Fax: 214.388.0443
www.abatix.com

Banyan International
P.O. Box 1779
Abilene, TX 79604
Ph: 888.782.8548
Fax: 1.325.677.1372
www.statkit.com

Dauterive Medical Inc.
27025 Polo Road
Folsom, LA 70437
Ph: 866.693.2237
Fax: 985.796.8661
www.dauterivemedical.com

Edwards Medical, Inc.
495 Woodcreek Drive
Bolingbrook, IL 60440
Ph: 800.358.2000
Fax: 877.358.2002
www.edwardsmedical.com

eMED America
10800 Financial Center Pkwy
Suite 340
Little Rock, AR 72211
Ph: 866.327.3633
Fax: 877.329.3633
www.emedamerica.com

Emergency Packs, LLC.
316 Mid Valley Center # 177
Carmel, CA 93923
Ph: 888.577.2257
Fax: 831.659.2477
www.emergencypacks.com

Enerspect Medical Solutions
35 E. Horizon Ridge Pkwy #110
PMB 50
Henderson, NV 89002
Ph: 888.522.5574
Fax: 702.586.4910
www.enerspect.com

Hagemeyer North America
1460 Tobias Gadson Blvd.
Charleston, SC 29407
Ph: 843.745.1845
Fax: 843.745.2400
www.hagemeyerna.com

HeartSafe America
13731 Omega Rd.
Dallas, TX 75244
Ph: 972.248.9477
Fax: 972.248.9417
www.heartsafeam.com

Legend Safety Solutions
400 Rella Blvd.
Suite #120
Suffern, NY 10901
Ph: 866.534.3635
Fax: 845.818.5100
www.legendssafety.com

Life Safety Solutions
725 North A1A
Suite 8102
Jupiter, FL 33477
Ph: 888.748.0004
Fax: 561.575.9937
www.lifesafetysolutions.com

LifeSecure
P.O. Box 2386
Northbrook, IL 60065
Ph: 877.877.5522
www.lifecure.com

MedSafe
P.O. Box 1929
Marshall, TX 75671
Ph: 800.442.8839
Fax: 903.935.2117
www.gosafe.com

NKH Safety
P.O. Box 30088
Cincinnati, OH 45230
Ph: 888.347.3082
Fax: 513.688.0046
www.nkhaed.com

Safer America
226 East 54th Street
Suite #502
New York, NY 10022
Ph: 866.723.3799
Fax: 425.660.7779
www.saferamerica.com

School Health
865 Muirfield Drive
Hanover Park, IL 60133
Ph: 800.323.1305
Fax: 800.235.1305
www.schoolhealth.com

USMedeq
3411 Preston Road
Suite #C13-226
Frisco, TX 75034
Ph: 888.231.0350
Fax: 888.236.1008
www.usmedeq.com

Covin Sales
2055 Randolph Street
Huntington Park, CA 90255
Ph: 888.862.6846
Fax: 323.584.6095
www.covinsales.com

StopHeartAttack.com
1572 Montgomery Highway
Suite 202
Birmingham, AL 35216
Ph: 888.823.6967
Fax: 205.823.7817
www.stopheartattack.com

ASD Healthcare, Inc.
3101 Gaylord Pkwy 3S-M175
Frisco, TX 75034
Ph: 800.746.6273
Fax: 800.547.9413
www.asdhealthcare.com

23. **Preventative maintenance:** To be able to claim the limited warranty you need to follow the specific instructions for the products, including, but not limited to, the “Instructions for Use”.

If the system requires cleaning after use, we recommend a warm damp cloth to wipe down the exterior and interior of the housing. Do not use lubrication agents with the OxySure® System. The disposable cartridge, tubing and mask are single use items only and should be disposed of after each use. Using a mask or other accessories not specified for use with the OxySure® System may impair its performance and is strongly discouraged. Use only approved OxySure® components.

- 24a **Special attributes:** Non-toxic, Ergonomic Design
24b **Section 508 compliance information:** Not Applicable
25 **Data Universal Number System (DUNS) number:** 615721029
26 OxySure’s Central Contractor Registration (CCR) is valid until **July 11, 2009**.